

CITY OF YAKIMA

Request for Proposals No. 11202-P

To Provide

Beverage Concessions & Signage Sponsorship
For Kiwanis Park Ball Fields



December 7, 2012

**Notice to Proposers
Request for Proposals (RFP)
No. 11202-P**

Notice is hereby given by the undersigned that sealed Requests for Proposals will be accepted in the office of Yakima City Clerk's Office, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **3:00 PM, December 28, 2012**. At such time, all Respondents names will be publicly read and proposals received will be opened and accepted for consideration for:

**Beverage Concessions & Signage Sponsorship at
Kiwanis Park Ball Fields**

Above per specifications.

Request for Proposal Packets are available in the office of the Purchasing Manager, City Hall, 129 N 2nd Street, Yakima, Washington, 98901. 509-575-6093. Packets are also available on the City's Purchasing Webpage at www.yakimawa.gov .

The City of Yakima reserves the right to reject any and all Proposals.

Dated this 7th day of December, 2012.

(Seal)

Maria Mayhue, CPPB
Purchasing Senior Buyer

Publish on:
December 7th and 8th

**CITY OF YAKIMA
REQUEST FOR PROPOSALS NO. 11202-P**

Beverage Concessions & Signage Sponsorship for Kiwanis Park Ball Fields

I. OVERVIEW:

This Request for Proposals (RFP) invites responses from applicants interested in providing beverage concessions & signage sponsorship for City of Yakima Kiwanis Park ball fields.

A. PURPOSE:

The selected primary Sponsor shall provide services as specified in the RFP scope of work.

B. DEFINITIONS:

- a) City The City of Yakima, Washington, and its departments.
- b) Proposer The person or firm submitting the proposal.
- c) Sponsor The person or firm awarded the contract.
- d) RFP The Request for Proposals, including any amendments or other addenda hereto. In case of conflict between the RFP and exhibits, the RFP governs.
- e) Evaluation Committee The RFP Evaluation Committee will score all responsive Proposals based upon the predetermined scoring matrix included herein, conduct interviews and negotiations if required, and make a Recommendation of Award to the City Manager.
- f) Proposal The materials submitted by each Proposer in response to the RFP, including all attachments.

C. RFP ADMINISTRATION:

Upon release of this RFP, all proposer communication should be directed in writing to the RFP Coordinator listed below. Any oral communications with other City employees will be considered unofficial and non-binding on the City.

D. RFP COORDINATOR: The RFP Coordinator is:

Maria Mayhue, Purchasing Senior Buyer
City of Yakima
129 No. 2nd Street
Yakima, WA 98901
Ph: 509-575-6094
Email: mmayhue@ci.yakima.wa.us

E. REVISIONS TO THE RFP:

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all who receive the RFP. All addenda will also be published on the City's Purchasing webpage at <http://www.yakimawa.gov/services/purchasing/openings/>.

F. **EXCEPTIONS:**

Specifications of the services proposed shall be equal to or better than the specifications stated herein and all exceptions to such specifications/Scope of Work shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any Proposal submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful proposer.

G. **PRELIMINARY RFP SCHEDULE** (may be revised as needed):

Date

RFP Released.....	December 7, 2012
Proposal Packets Due.....	December 28, 2012 at 3:00 P.M.
Evaluation & Interviews, if requested	January 2-8, 2013
Faxing or mailing of letters to successful Proposer	January 9-11, 2013
Award of Contract	January 14-18, 2013
Proposed Start Date	February 1, 2013

H. **DEADLINE FOR DELIVERY OF PROPOSALS:**

One original Proposal with four (4) complete copies and one (1) complete copy on disc (CD), shall be submitted to and date stamped by the City Clerk's Office:

City of Yakima
Clerk's Office
129 No. 2nd St.
Yakima, WA 98901

Proposals must be received and stamped in by 3:00 p.m. on December 28, 2012, in a sealed package labeled *RFP No. 11202-P Beverage Concessions & Signage Sponsorship*, with the date and time of proposal opening written on the face of it.

If you plan on attending the proposal opening, **DO NOT BRING YOUR PROPOSAL WITH YOU INTO THE OPENING ROOM.** It must be received and date stamped by the Clerk's Office.
FAXED OR E-MAILED PROPOSAL PACKETS WILL NOT BE ACCEPTED.

PROPOSAL PACKETS RECEIVED AFTER 3:00 P.M. PST, December 28, 2012 WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED. Proposal Packets, which do not include all requested information and required documentation, may be considered non-responsive.

I. **SITE VISIT:**

An informal pre-proposal meeting will be held at 10:00 a.m. on Tuesday, December 18, 2012, at the Kiwanis Park Ball Fields located at 405 Fair Avenue, Yakima, WA. The meeting is not mandatory; however, Proposers are strongly urged to attend.

II. SCOPE OF WORK:

A. A BRIEF DESCRIPTION OF THE PROGRAM:

The City of Yakima requires a signage sponsor for non-alcoholic beverage concessions at Kiwanis Park Ball Field. The City is willing to grant certain exclusive marketing and sponsorship privileges to the Sponsor for said Facilities **in accordance with the terms and conditions of the attached Agreement (Attachment A).**

B. SCOPE OF SERVICES:

Services include but are not limited to the following:

a) Equipment: In consideration of the exclusive marketing and sponsorship privileges granted by the City to the Sponsor under this Agreement, the Sponsor shall provide the following equipment to the City:

- Three (3) one-door coolers/refrigerated display cases of type and size approved by the City's designated representative.
- One (1) electronic menu board of type and size approved by the City's designated representative. Suggested board is Daktronics 6 mm Indoor Message Display or similar. Please see Specification Sheet (Attachment C).
- Two (2) or three (3) digital clocks. Size TBD.
- Two (2) post mix fountains of type and size approved by the City's designated representative.
- Three (3) ice barrels. Size TBD.
- One (1) ice machine (Manitowoc Q-600 with S-570 Bin or other type/model with approval of the City's designated representative).
- Beverage vending machine(s) of a type, size and number determined by mutual agreement of the City and the Sponsor.
- Banners promoting upcoming events at the Kiwanis Park Ball Fields of a type, size and number determined by mutual agreement of the City and the Sponsor.
- Signs (i.e., neon, replica antique).
- Special event promotions (i.e., giveaways, t-shirts, water bottles & products) of a type and number determined by mutual agreement of the City and the Sponsor.

b) Special Equipment: In further consideration of the exclusive marketing and sponsorship privileges granted by the City to the Sponsor under this Agreement, the Sponsor shall provide the following special equipment to the City:

Three (3) Daktronics model BA-2618-31 PanaView Home/Away Scoreboards with 18" LED digits, with two (2) wireless remotes with privilege panels *or approved and acceptable equal*. The logo of both the Sponsor and the Kiwanis Park Ball Fields shall be displayed on said panels. The design of the panels (including the color of

panels and placement and size of said logos) shall involve input form and be subject to the approval of the City's designated representative. Its overall dimensions shall be 6" (depth) x 5' (vertical height) x 10' (width). The Scoreboards shall be installed by the Sponsor at a location decided by the City. The Scoreboards shall be installed per industry standard and with the sign bottom 10' above the ground. The City shall provide all electrical wiring and apparatus necessary for this Scoreboard to be installed at the desired location.

Please see Specification Sheet (Attachment C).

Scoreboards must be installed by March 1, 2013.

- c) Wholesale Pricing of Beverages and Related Goods: The Sponsor shall provide the City with beverages, beverage cups and lids, post-mix syrup, and related goods and products under this Agreement in accordance with the proposed pricing schedule.
- d) Commission Percentage: The Sponsor shall pay the City a commission on the sale of all beverages from all beverage vending machines located at Kiwanis Park Ball Fields. Said commission shall be based on percentage of the gross receipts, excluding state sales tax, received from said sales in accordance with the proposed commission rate structure.
- e) Monitoring and Stocking of Beverage Inventory in Vending Machines: The Sponsor shall regularly monitor and stock as needed the beverage inventory in the vending machines to ensure that the vending machines are, to the extent reasonably possible, in adequate supply of beverages at all times.
- f) Account Representative: Sponsor shall assign one account representative to work with the designated City representative to ensure a consistent working relationship between the Sponsor and the City.
- g) Maintenance of Equipment:
 - a. General maintenance and availability for service calls. The Sponsor shall, at no cost to the City, upgrade, maintain and service all equipment provided hereunder during the term of this Agreement. This maintenance and service shall include but not be limited to: guaranteed responses to service or out-of-product calls within twenty-four (24) hours of placement of call; dispatching of service technicians shall be available 7 a.m. to 4 p.m., Monday through Friday, and through a twenty-four (24) hour answering service otherwise; and the provision of annual inspections of fountain equipment as recommended by the manufacturer and as required to meet all county, state and other applicable health codes, regulations and laws.
 - b. Damage to equipment. If any of the equipment other than special equipment that is provided by Sponsor under this Agreement is damaged by any cause other than due to the negligence of the City, its employees or agents, the Sponsor shall, at its sole cost and expense, restore the equipment to a conditions equivalent to or better than their condition immediately prior to such damage, or replace it with equipment that is equivalent to or better than the equipment being replaced.
 - c. Responsibility for special equipment. The Sponsor shall provide general and normal maintenance and servicing of the special equipment provided to the City under this Agreement. Such maintenance and servicing shall include but not be limited to bulb replacement, cleaning and similar items and service. Beyond such

general and normal maintenance and servicing, the City shall be solely and exclusively responsible for damage and/or destruction to said special equipment.

- h) Utilities: The City shall provide water and electricity necessary for operation of the equipment provided under this Agreement; provided, however, that the City does not guarantee the uninterrupted supply of water and/or electricity to said equipment, and the parties agree that the City shall not be responsible for any damage to such equipment, and/or beverages contained therein that result from any interruption and/or failure in such utility services.

III. GENERAL TERMS AND CONDITIONS:

A. DELEGATION OF PROFESSIONAL SERVICES:

The services provided for herein shall be performed by the awarded Sponsor, and no person other than regular associates or employees of the Sponsor shall be engaged upon such work or services except upon written approval of the RFP Coordinator and/or City.

B. RELATIONSHIP BETWEEN CITY AND SPONSOR:

The Sponsor and any authorized subcontractors shall at all times be an independent Sponsor and not an agent or representative of the City with regard to performance of the Services. The Sponsor shall not represent that it is, or hold itself out as, an agent or representative of the City. In no event shall Sponsor be authorized to enter into any agreement or undertaking for or on behalf of the City.

C. HOLD HARMLESS:

The Sponsor shall, and hereby agrees to, release, save, otherwise hold harmless and indemnify the City of Yakima from claims, demands, damages, actions, causes of actions or other liability, injury, or harm caused by act or omissions, foreseen or unforeseen, negligent or otherwise, that would otherwise befall said City arising out of the Sponsor's implementation of the terms of this contract.

D. NON-DISCRIMINATION:

During the performance of this Agreement, Sponsor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

E. THE AMERICANS WITH DISABILITIES ACT:

With regard to the services to be performed pursuant to this Agreement, Sponsor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

F. TERM:

It is the intent of the RFP to establish a long-term contractual relationship with the Sponsor to continue to supply concession services and signage sponsorship as the City of Yakima requires. The initial period of this contract shall be for a period of five (5) years from its effective date. The City may, at its option, extend the contract on a year to year basis for up to five (5) additional one-year terms, provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel **per the terms and conditions of the Agreement** (Attachment A). Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew.

G. CHANGES:

Any proposed change in this contract shall be submitted to the City of Yakima Purchasing Manager for her prior approval and she will make the change by a contract modification. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

H. EXPANSION CLAUSE:

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the vendor, as long as the price of such additional products is based on the same cost/profit formula as the listed item.

At any time during the term of this contract, or any extension thereof, other City departments may be served under these same terms and conditions.

I. VENUE:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the City of Yakima. This Agreement shall be governed by the laws of the State of Washington.

J. LICENSES:

Successful Sponsor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

K. SPONSOR INSURANCE:

Professional Liability Insurance, Automobile Insurance and Worker's Compensation Insurance will be required of the Sponsor as outlined in the attached Agreement (Attachment A) and sample Certificate of Insurance (Attachment B).

IV. ADDITIONAL PROVISIONS AND INFORMATION:

A. RESERVATION:

The City reserves the right to award the contract to the applicant that it deems to offer the best overall qualifications/proposal in its sole discretion. The City reserves the right to revise the RFP schedule, to revise the RFP and/or to issue amendments to the RFP. The City also reserves the right to cancel or to reissue the RFP in whole or in part prior to the execution of a contract. The City also reserves the right to refrain from contracting with any and all proposers. The release of the RFP does not compel the City to enter into any contract pursuant to the RFP.

The City reserves the right to correct obvious ambiguities and errors in the Proposer's proposal packet and to waive non-material irregularities and/or omissions.

B. WITHDRAWAL/SUPPLEMENT OF PROPOSALS:

Applicants may withdraw or supplement their responses at any time prior to the response closing date and time. To accomplish this, a written request signed by an authorized representative of the proposer must be submitted to the RFP Coordinator.

C. APPLICANT'S COST TO DEVELOP PROPOSAL:

Costs for developing proposal packets in response to the RFP are entirely the obligation of the Proposer and shall not be chargeable in any manner to the City.

D. PROPOSER QUESTIONS:

Any Proposer contemplating submitting an RFP who is uncertain as to the intended meaning of any part of the RFP or other contract documents, or who finds discrepancies in, or omissions from the RFP may request interpretation, clarification, or correction of this RFP. Such request must be in writing and must be delivered to the RFP Coordinator by mail, e-mail, or hand delivery not later than five (5) calendar days before the deadline for delivery of RFP. The person submitting the request is responsible for its timely delivery. Any interpretation or correction of the RFP will be made only by written addendum and will be mailed or delivered to each person receiving this RFP, in addition to being posted on the City Purchasing webpage. Any information given to any applicant concerning the solicitation or any changes to the RFP shall be provided in writing to all applicants to ensure that all applicants receive the same information relating to the RFP. The City will not be responsible for any other interpretation, clarification, or correction of this RFP. Proposers must acknowledge receipt of any addenda received in their response by either stating they received the addenda, or returning said addenda with their response.

Each applicant should verify that it has received all addenda to this RFP by direct inquiry to the RFP Coordinator (see page 3) before submitting proposals.

E. CLARIFICATION OF RESPONSES:

As part of the evaluation process, and at the discretion of the RFP Coordinator, proposers may be asked to clarify specific points in their respective responses. The RFP Coordinator reserves the right to request short-listed Proposers to provide additional presentations to the Evaluation Committee.

Whether there will be presentations and who will be invited to make a presentation to the Evaluation Committee will be at the sole discretion of the City.

F. PROPRIETARY MATERIAL SUBMITTED:

Any information contained in the RFP submitted that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a Proposer's submittal, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

G. PUBLIC DISCLOSURE:

Proposals shall become the property of the City. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Proposer, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Proposer is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Proposers, the City will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

H. PROTEST PROCEDURE:

Any protest must be made in writing, signed by the protestor, and state that the Applicant is submitting a formal protest. The protest shall be filed with the City of Yakima's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sownby@ci.yakima.wa.us. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests before award shall be filed five (5) days before the solicitation due date, and protests after the award shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Applicant:

Step I: Purchasing Manager and Division Manager of solicitation try resolving matter with protester. All available facts will be considered and the City Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting Applicant.

Step II: If unresolved, within three (3) business days after receipt, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III: If still unresolved, within three (3) business days after receipt, the protest may be appealed to the City Manager (or his designee). The City Manager shall make a determination in writing to the Applicant.

Grounds for Protest

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

A matter of bias, discrimination, conflict of interest;

Solicitation unduly constrains competition or contains inadequate or improper criteria;

Errors in computing score;

Non-compliance with procedures described in the solicitation or City Policy.

Protest Determination

Each review and determination of the protest shall issue a decision that either:

Finds the protest lacking in merit and upholds the award; or

Finds only technical or harmless errors in the acquisition process and determines the City to be in substantial compliance and therefore reject the protest; or

Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or

Makes other findings and determines other courses of action as appropriate.

Timeframe

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement

Purchasing shall announce the successful bidder via City Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the Applicant received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested Applicants, Purchasing is not responsible to assure that Applicants receive the announcement. It is the responsibility of the Applicants to obtain the announcement from Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the City determines that one of the following applies:

The supplies or services to be contracted for are urgently required;

Delivery or performance will be unduly delayed by failure to make award promptly;

A prompt award will otherwise be advantageous to the City.

If the award is made, the file must be documented to explain the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

The City retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

V. SPECIAL INSTRUCTIONS FOR SCOREBOARD INSTALL:

A. WORKMANSHIP CLAUSE:

Contractor warrants and guarantees to the City that the Work shall be performed in a manner consistent with industry standards for the performance of construction and services of a similar nature. The Contractor warrants to the City that materials and equipment furnished will be of good quality and new, that the Work will be free from defects, will be fully compatible with the existing materials and equipment and that the Work will conform to all requirements. Work not conforming to these requirements, including substitutions (if allowed) not properly approved and authorized, may be considered defective.

The Contractor shall comply with recognized workmanship quality standards within the industry as applicable to each unit of Work. All references to standards whether for materials, processes, assemblies, workmanship, performance, or similar purpose shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this contract, and to have the same effect as if fully reproduced herein. It is a requirement that each category of trades

person or installer performing the Work be qualified, to the extent of being familiar with applicable and recognized quality standards for that category of Work, and being capable of workmanship complying with those standards.

B. REGULATIONS AND CODES:

To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and City safety codes.

The Contractor shall comply with all applicable laws and regulations pertaining to this contract. In addition, the Contractor shall ensure that any subcontractor performing this contract shall comply with all applicable laws and regulations pertaining to this contract.

The Proposer must be familiar with all state, federal and local laws, ordinances and regulations which in any manner might affect those engaged or employed in the work, the materials, equipment or procedures used in the work, or which in any other way would affect the conduct of the work. They are assumed to be familiar with such laws and regulations, and no plea of misunderstanding or ignorance of the law will be considered.

C. PERMITS AND LICENSES:

The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

- a) Procurement of a City Business License. The successful contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.
- b) Washington Contractor's Registration. Proposer/Contractor must have a valid Washington State Contractor's License at the time of opening of the Proposals.
- c) The Contractor must obtain all required permits and licenses required for this project. The Contractor is responsible for all traffic control and barricades, if applicable.

VI. ANALYSIS BY EVALUATION COMMITTEE:

All Proposal Packets will be screened to determine whether the minimum requirements of the RFP are met. The Evaluation Committee will then evaluate those proposals, which meet the minimum RFP requirements. Each responsive proposal will be rated on a point system with the top-scoring Proposer selected to enter into a contract for services.

A. PROPOSAL EVALUATION CRITERIA:

The following are the criteria, which will be used in the selection of applicants. A maximum score of 100 points will be used by each evaluator to score applicants. Each of the following elements shall have the stated maximum point value:

	<u>Qualification and Experience</u>	<u>Points</u>
(1)	Capabilities, Level of Service, Response Time	25
(2)	Relevant Experience/Key Personnel Experience	10
(3)	References	5
(4)	Pricing and Commission Schedules	30
(5)	Signage Proposal	25
(6)	Additional Service(s), promos, compensation offered	5
	<i>TOTAL</i>	<i>100</i>

B. POST EVALUATION EVENTS AND AWARD:

The RFP Coordinator will mail or e-mail written notices to all Proposers who submitted packets, informing them of their status.

The successful Proposer will be offered the opportunity to enter into an Agreement with the City of Yakima to provide services. **A sample Agreement is attached at the end of this RFP document (Attachment A).** The City reserves the right to negotiate any element of this RFP and resulting Agreement, if it is determined to be in the best interest of the City. If an Agreement cannot be reached, the City reserves the right to enter into an Agreement with the next highest ranked Proposer.

VII. PROPOSAL DOCUMENTS AND SUBMITTALS:

A. PROPOSAL REQUIREMENTS:

The submitted Proposal should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP.

After review of the specifications contained herein, Proposers must follow the Proposal format below and include the following submittals in their Proposal Packet:

- Pricing and Commission Schedule Form (page 15-16)
- Signature Sheet (page 18)
- E-verify Declaration (page 19)
- Experience and Qualifications:
 - Explain the qualifications your firm has to complete the Scope of Services including:
 - Beverage Concessions
 - Signage Sponsorship
 - Describe your firm's experience in planning and coordinating similar efforts.
 - Key Personnel: Explain the qualifications that the Account Manager(s) who will be assigned to this project has and include a résumé with biography.
 - Except as formally approved by the City, the key personnel identified in the Contractor's Proposal shall be the individuals who will actually oversee performance of the Contract, at the proposed level of effort. During the Contract term, changes in key personnel staffing must be proposed in writing to, and be approved in advance by, the City.
- Scope of Services: Confirm that your firm will meet the requirements set forth in Section II - Scope of Work, which begins on page 5 of this RFP document, and in accordance with the terms and conditions of the attached Agreement (Attachment A). State how many days will be required for delivery of the signage. Provide additional details for equipment and services that your firm proposes to provide, including special event promotional items.
- Additional Services, Promotions, Compensation Offered:
 - Any additional services or procedures of benefit to the City not specifically required in the RFP, but which the Proposer offers to provide, may be outlined on a separate sheet of paper and included with the proposal form.
- References:
 - The Proposer will provide references from three customers for which they are successfully providing services of similar scope and size. References shall include the name of the firm or entity, contact person and title, address, telephone number and e-mail address, and a brief description of service provided. The Proposer shall grant permission to the City to contact the references. The City may evaluate references at the City's discretion.

PRICING AND COMMISSION SCHEDULE FORM
Page 1 of 2

The undersigned hereby certifies that the attached Request for Proposals specifications have been carefully read for the City of Yakima Sponsor for Beverage Concessions at Kiwanis Park Ball Fields and submits for your consideration the following pricing and commission proposal and required documentation:

Wholesale Pricing of Beverages and Related Goods. The Sponsor shall provide the City with beverages, beverage cups and lids, post-mix syrup, and related goods and products under this Agreement in accordance with the following pricing schedule. Attach an additional sheet if required.:

Suggested Items: Enter name(s) of proposed beverage in box below (note if any exceptions):	Case Prices/Qty per case (note if an additional beverage tax applies):	Unit Cost:
20 oz Carbonated Soft Drink:	\$ #	\$
20 oz Sports Drink:	\$ #	\$
20 oz Water:	\$ #	\$
20 oz Juice Blends:	\$ #	\$
15.2 oz Teas:	\$ #	\$
15.2 oz Juices:	\$ #	\$
Energy Drinks:	\$ #	\$
5 gal Bag in Box (BIB):	\$ #	\$
2.5 gal Bag in Box (BIB):	\$ #	\$
2.5 gal Non-Carbonated Beverage BIB:	\$ #	\$
16 oz Cups	\$ #	\$
20 oz Cups	\$ #	\$
32 oz Cups	\$ #	\$
16 oz, 20 oz & 32 oz Lids	\$ #	\$
Co2 & Deposit	\$ #	\$

***Note:** Due to possible increases in the cost of such goods and products, the Sponsor reserves the right to increase wholesale pricing on an annual basis. **Any such increase shall not exceed three percent (3%) per year.**

PRICING AND COMMISSION SCHEDULE FORM

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Commission Percentage. The Sponsor shall pay the City a commission on the sale of all beverages from all beverage vending machines located at Kiwanis Park Ball Fields. Said commission shall be based on percentage of the gross receipts, excluding state sales tax, received from said sales in accordance with following commission rate structure:

12 ounce carbonated soft drinks	_____ %
12 ounce non-carbonated drinks	_____ %
20 ounce carbonated soft drinks	_____ %
16 or 20 ounce non-carbonated drinks	_____ %

Payment Due Date. The Sponsor shall pay the City the commission percentage payment on or before the thirtieth (30th) day of each month, or the next business day if the 30th day occurs on a weekend, a detailed itemization of the gross receipts collected, sales tax amount and percentage due the City.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

SIGNATURE SHEET
RFP No. 11202-P
Sponsor for Beverage Concessions at Kiwanis Park Ball Fields

The proposer is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein, including the delivery schedule requirements.

PROMPT PAYMENT DISCOUNT TERMS OFFERED _____% _____

****Receipt is hereby acknowledged of addendum(s) No. (s) _____, _____ & _____.**

SIGNATURE OF AUTHORIZED OFFICIAL(S)

PROPOSAL MUST BE SIGNED 

Firm Name

Address

Sign Name

Print Name

Date Signed

Phone Number

Fax Number

E-Mail Address

City of Yakima Business License #

UBI #

DUNS#



Compliance with Immigration and Naturalization Act

(Form to be turned in with Proposal)

The City of Yakima supports the Federal Immigration, Reform and Control Act of 1986, as amended. The City requires that all contractors or business entities that contract with the City for the award of any City contract for public works in excess of Five Thousand Dollars (\$5,000), or any other city contract in excess of Two Thousand Five Hundred Dollars (\$2,500), enroll in the E-Verify program or its successor, and thereafter to verify its employees' proof of citizenship and authorization to work in the United States.

E-Verify will be used for newly hired employees during the term of the contract ONLY: it is NOT to be used for existing employees.

The Contractor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable subcontractor. The contractor shall sign and return with their bid response the E-Verify Declaration below. Failure to do so may be cause for rejection of bid.

E-VERIFY COMPLIANCE DECLARATION

The undersigned declares, under penalty of perjury under the laws of Washington State that:

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
2. I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.
3. I certify that I am duly authorized to sign this declaration on behalf of my company.
4. I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name: _____

Dated this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Address: _____

Phone #: _____ Email Address: _____

ATTACHMENT A – SAMPLE AGREEMENT

ATTACHMENT B – SAMPLE CERTIFICATE OF INSURANCE – SPONSOR

ATTACHMENT C – SUGGESTED MENU AND SCOREBOARD SPECIFICATIONS